

Town of Warrenton, Virginia

Request For Proposal: Zoning & Subdivision Ordinance Update

RFP Number: #03-001

Closing Date: Friday, August 30, 2002

All proposals must be received by the closing date and time to be considered responsive.

One (1) original and four (4) copies of the RFP's shall be mailed or delivered to:

***Town of Warrenton
Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, Virginia 20188***

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
Telephone #(540)347-1102
e-mail staff@ci.warrenton.va.us

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address: _____

_____ Telephone #: _____

_____ Fax #: _____

Submitted by: _____ Date: _____

Printed name

_____ FEIN/SSN: _____

Signature

CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

REQUEST FOR PROPOSAL

RFP NUMBER: 03-001
DATE OF THIS REQUEST: July 26, 2002
DESCRIPTION: Zoning Ordinance and Subdivision Ordinance Update
PROPOSAL DEADLINE: August 30, 2002, 4:30 P.M.

For technical information relating to this RFP, please contact:

Planning Department
Town Hall
Town of Warrenton
18 Court Street
P.O. Drawer 341
Warrenton, VA 20188
Phone 540-347-2405
Fax 540-349-2414
e-mail staff@ci.warrenton.va.us

For other information, please contact:

Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, VA 20188
Phone 540-347-1102
Fax 540-349-2414
e-mail staff@ci.warrenton.va.us

PROJECT DESCRIPTION

This planning project will consist of planning services for the update of the revised 1991 Zoning Ordinance and Subdivision Ordinance for the Town of Warrenton, Virginia. Amongst other issues, the ordinances will address compatible development opportunities as well as preserving/improving existing neighborhoods and the overall quality of life in the Town. Staff will provide base information, available data sources, as well as base maps derived from the Town's Geographic Information System. The Town's Comprehensive Plan was adopted in June, 2002 and the implementation component, as it relates to the Zoning and Subdivision Ordinances, must now be enacted.

The Town is the major service district within Fauquier County and contains a downtown area that is a

recognized historic district listed on the National Register for Historic Places as well as being listed on the Virginia Landmarks Register. The Town has also been recognized as a Certified Local Government by the Virginia Department of Historic Resources.

The Town of Warrenton is governed by a Manager/Council form of government. The selected consultant will work with the Town Council, Planning Commission, staff and Town Manager to prepare the Ordinances.

Warrenton is the county seat for Fauquier County and has an estimated population of 7,200 citizens. It is a diverse population with a mix of different house types, but they are predominately single-family detached houses.

SCOPE OF SERVICES

The scope of services listed below, in no particular order, shall partially serve as the basis for which the Town updated Zoning and Subdivision Ordinances that will implement the changes in the recently adopted Comprehensive Plan.

1. Update introduction of the Ordinances and their basis within the context of the Code of Virginia. It is anticipated that this section would include the purpose of the Ordinances.
2. Prepare, update, and incorporate completed work for each applicable article and element contained in the Ordinances.
3. Based upon the previously mentioned visioning session, community survey, citizen input, and development of elements of the Plan, prepare two to three future land use and transportation scenarios.
4. Prepare preliminary drafts of the Ordinances.
5. Prepare original/master copy suitable for copying.

SPECIFIC PROPOSAL INSTRUCTIONS AND PROPOSAL EVALUATION CRITERIA

In order to be considered for selection, firms must submit a complete response to the RFP. Five copies of the proposal must be submitted to the Town. Each copy of the proposal should be bound or contained in a single volume. All documentation or attachments submitted should be contained within this single volume. Proposals must be received by the Town by 4:30 PM, Friday, August 30, 2002 in order to be considered responsive.

Proposals should be as thorough as possible so that they may be evaluated properly given the capabilities of the offeror. Offerors are required to submit the following information to be considered as a complete application. In addition, this information will be used to evaluate the proposals.

1. The company's previous experience in providing the services described herein.

This may include a statement and any related documents that support the firm's qualifications and its ability to provide the services described in the above scope of services. The information provided should include, amongst other things, a list of persons who will work on the project, along with their training, experience, and length of service with the company submitting the proposal.

2. Ability to complete the requested project tasks in a timely manner.

This may include examples of other similar work and schedules on developing Zoning and Subdivision Ordinances for communities in the rapidly growing region.

3. Approach to meeting the scope of services. To be considered are the orderly development of the sections, and a list of tasks to be undertaken in each section, meetings with the staff, public meetings, and the deliverables at each stage of development.
4. Familiarity with the Town.
5. Past performance on contracts with jurisdictions similar in size.

References from other local governments should be provided and must include contract name, dates of service, contract amount, and the name of the primary person responsible for administering the contract at the government level.

An authorized representative of the offeror must sign the proposals. All information requested must be submitted. Failure to submit all information requested may result in the Town requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Town may reject proposals which are incomplete or lack key information. Mandatory requirements are those required by law or regulation and are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply, providing a concise description of the capabilities to satisfy the requirements of the RFP. The reply to the RFP should emphasize the thoroughness, completeness, and clarity of the content.

PRESENTATIONS AND MEETINGS

The successful firm will be expected to provide draft reports, as they are prepared for the individual articles of the Ordinances, to the Town staff. The draft reports should include draft text overlays, and any other specific associated elements such as maps or other attachments as deemed necessary. Meetings to discuss the drafts with the staff, the Town Council, the Planning Commission and the public will also be required.

CONTRACT PERFORMANCE TIME FRAME AND COSTS

It is anticipated that the contract will be awarded by September 11, 2002. The draft of the final Ordinances shall be completed in a timely manner, predicated upon established meeting schedules. All proposals should include a schedule, broken down into tasks, that shows all of the elements of the Ordinances being completed within this timeframe.

FINAL PRODUCT

1. Printed Media: A total of 35 completed and bound Ordinances shall be provided to the Town. In addition, one camera ready copy shall be provided.
2. Computer Media:
 - a. The Ordinances shall be provided in electronic format for inclusion on the Town's Website. It is preferred that the Ordinances, inclusive of all graphics used in the

printed version, be provided in the latest version of Adobe Acrobat format via computer diskette or by FTP to the Town's site.

- b. Ordinances shall be provided on a computer disk(s) in a word processing program compatible with Microsoft Word.

SELECTION OF CONSULTANT & PROPOSAL EVALUATION CRITERIA

The Town solicits proposals from qualified firms to perform the work outlined in the RFP. Following the closing date, each proposal will be evaluated utilizing the criteria listed earlier. At the conclusion of the proposal evaluation process, the Town may choose to develop a short list of consultants to make formal presentations. Thereafter, the successful firm will be selected and a formal contract will be negotiated.

Special Terms and Conditions:

1. **Pre-Proposal Conference:** A pre-proposal conference will be held on August 7, 2002 at 1:00 P.M. in the Town Council Chambers, 18 Court Street, Warrenton, Virginia. This meeting is not mandatory, but recommended.
2. **Ownership of Material:** Ownership of all data, materials and documentation originated and prepared for the Town of Warrenton pursuant to this RFP shall belong **to the** Town of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3. **Obligation of Offeror:** By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
4. **Offer Binding:** The proposal shall be binding upon the offeror for ninety (90) calendar days following the proposal opening date. Any proposal in which an offeror shortens the acceptance period may be rejected.

General Terms and Conditions: The General Terms and Conditions - Services shall apply.

Precedence of Terms: In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

Clarification of Terms: If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the Department Head whose name appears on the face of the solicitation no later than five days

before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

Testing/inspection: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Payment Terms: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

Assignment of Contract: A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

Antitrust: By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

Ethics in Public Contracting: By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Anti-discrimination: By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

a. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions

of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

- b. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Indemnification: Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Debarment Status: By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

Proprietary Information Clause: The following statement shall apply: "Ownership of all data, materials and documentation originated and prepared for the Town Of Warrenton pursuant to the RFP shall belong exclusively to Town Of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal."

Qualifications of Bidders/offerors: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose

as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

Notice of Required Disability Legislation Compliance: The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

Insurance: The firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the engineer, its agents, representatives, employees or subcontractors.

The Firm shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested**, a certified copy of said policy or endorsement(s) before commencement of the contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The Firm shall maintain limits no less than:

- a. **Commercial General Liability:** \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b. **Automobile Liability:** \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage.
- c. **Worker's Compensation and Employer's Liability:** Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.

Contract Requirements: The successful offeror may be required to enter into a formal agreement with the Town of Warrenton.

Payment Terms: Terms are net, 30 days from receipt of invoice. Invoices or payment requests are

considered received the date approved by the Director of Planning & Community Development or his designee.

ALL PROPOSALS MUST BE SIGNED AND SEALED IN ENVELOPES PLAINLY MARKED ON THE OUTSIDE, "PROPOSAL FOR ZONING AND SUBDIVISION ORDINANCE UPDATE" AND MUST BE MAILED OR DELIVERED TO THE PURCHASING AGENT.

The Town reserves the right to reject any and all proposals and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all proposals, the Town will readvertise or make the purchase on the open market.

NON-COLLUSION STATEMENT

Must be submitted with response. Failure to submit may result in disqualification.

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid/offer.

I state that:

1. The prices(s) and amount of this bid/offer have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid/offer, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder/offeror or potential bidder/offeror, and they will not be disclosed before opening.
3. No attempt has been made, or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid/offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (name of firm), its affiliates subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion, except as follows:

Involvement in the above activity does not prohibit the Town Of Warrenton from accepting this bid or awarding a contract; but this may be a ground for determining whether the Town Of Warrenton should decide to award a contract based on a lack of responsibility with respect to bidding on any public contract.

6. _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Town Of Warrenton in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Town Of Warrenton of the true facts relating to submission of bids for this contract.

Name and Company Position

Sworn to and subscribed before
Me this _____ Day of _____, 1999

Notary Public

My Commission Expires: _____